

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ROOFERS AND EMPLOYERS
HEALTH & SECURITY TRUST, NATIONAL
ROOFING INDUSTRY PENSION FUND,
ROOFERS RESEARCH AND EDUCATION
TRUST, and PIERCE COUNTY ROOFERS
JOINT APPRENTICESHIP TRUST FUND,

Plaintiffs,

v.

BOSNICK ROOFING, INC. and DONALD
BOSNICK AND JANE DOE BOSNICK,
individually and a marital community,

Defendant.

Case No.:

**COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT**

Plaintiffs plead as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter under §301(a) of the Labor Management Relations Act, 29 USC §185(a) and §§502(a)(3) and 502(e)(2) of ERISA, 29 USC §1132(a)(3) and §1132 (e)(2).

2. Venue is appropriate in this Court under 28 U.S.C. §§ 1391 and 1392 and pursuant to ERISA, 29 USC §1132(e)(2).

COMPLAINT FOR BREACH OF
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AGREEMENT - 1

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PARTIES

3. Plaintiffs NORTHWEST ROOFERS AND EMPLOYERS HEALTH & SECURITY TRUST, NATIONAL ROOFING INDUSTRY PENSION FUND, ROOFERS RESEARCH AND EDUCATION TRUST, and PIERCE COUNTY ROOFERS JOINT APPRENTICESHIP TRUST FUND (Trust Funds) are joint labor-management employee benefit Trust Funds created pursuant to §302(c)(5) of the Labor-Management Relations Act (the Act), 29 USC §186(c)(5) and bring this action in accordance with §§502(d)(1), 502(a)(3) and 515 of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S. C. §1001, *et seq.*

4. The physical location of the principal office of Plaintiffs Northwest Roofers and Employers Health & Security Trust and Pierce County Roofers Joint Apprenticeship Trust Fund is Seattle, Washington. Plaintiffs National Roofing Industry Pension Fund and Roofers Research and Education Trust's principal offices are in Bloomington, Minnesota.

5. Defendant BOSNICK ROOFING, INC. (Employer) is engaged in business in Pierce County, Washington, and such business affects commerce within the meaning of §301(a) of the Act, 29 USC §185(a).

6. Defendant DONALD BOSNICK and JANE DOE BOSNICK, are a marital community residing in Pierce County, Washington. DONALD BOSNICK AND JANE DOE BOSNICK are principal officers in Defendant BOSNICK ROOFING, INC. and personally liable for the obligations of Defendant BOSNICK ROOFING, INC. to the Plaintiff Trust Funds.

CLAIM FOR RELIEF

7. At all times material Employer was a party to a collective bargaining agreement and Trust Agreements. Under the terms of the collective bargaining agreement, the Employer

1 agreed to make monthly fringe benefit contributions to the Plaintiff Trust Funds. Plaintiff Trust
2 Funds are third-party beneficiaries to the labor agreement.

3 8. The Employer failed to abide by the terms and conditions set forth in the labor
4 agreement and Trust Agreements and is owing delinquent contributions for the month of May 2019
5 in the amount of \$19,356.30. In addition, liquidated damages are owing in the amount \$1,935.63,
6 interest is owing in the amount \$776.37, and attorneys' fees of \$500, for a total known present
7 amount due of \$22,568.30.

8 9. The Employer has also failed to remit contributions or submit reports to the
9 Plaintiffs for the months of June 2019 through August 2019.

10 10. Under the terms of the collective bargaining agreement and Trust Agreements to
11 which the Employer is bound, the Employer is also obligated to pay all liquidated damages in the
12 amount of 10% of the delinquent contributions owing, interest computed at the rate of 12% per
13 annum and costs and expenses incurred, including reasonable attorney's fees.

14 11. The Employer's failure to pay fringe benefit contributions which continues after
15 the filing of the Complaint violates the labor agreement and Trust Agreements.

16 12. The full extent of the Employer's delinquency to the date of this Complaint is
17 unknown at this time and will be determined by an examination of the Employer's payroll records,
18 which examination is authorized by the Trust Agreements, ERISA 29 U.S. C. §§1027 and 1059
19 and controlling Federal court decisions.

20 13. The continuing failure of the Employer to pay contributions also makes the full
21 extent of the Employer's delinquency uncertain and will be determined at the time of trial.
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14. If judgment is entered by default, a reasonable attorney's fee as of the date of this Complaint is \$2,000.00.

CAUSES OF ACTION

15. The Defendants' conduct is a breach of the terms of the collective bargaining agreement and Trust Agreements to which the Plaintiff Trust Funds are beneficiaries and/or parties. The Defendants' breach gives rise to an action under §301 of the LMRA, 29 U.S.C. §185.

16. The Defendants' conduct is a violation of §515 ERISA, 29 U.S.C. §1145.

WHEREFORE, Plaintiffs pray for the following relief.

(a) Judgment against BOSNICK ROOFING, INC. in favor of Plaintiff Trust Funds for contributions for the month of May 2019 in the amount of \$645.00, liquidated damages in the amount of \$19,356.30. In addition, liquidated damages are owing in the amount \$1,935.63, interest is owing in the amount \$776.37, and attorneys' fees of \$500, for a total known present amount due of \$22,568.30;

(b) Judgment against DONALD BOSNICK and JANE DOE BOSNICK individually and in favor of Plaintiff Trust Funds for contributions for the month of May 2019 in the amount of \$645.00, liquidated damages in the amount of \$19,356.30. In addition, liquidated damages are owing in the amount \$1,935.63, interest is owing in the amount \$776.37, and attorneys' fees of \$500, for a total known present amount due of \$22,568.30;

(c) Judgment against BOSNICK ROOFING, INC. in favor of Plaintiffs for contributions owing from June 2019 through current, in an amount to be determined in trial;

1 (d) Judgment against DONALD BOSNICK and JANE DOE BOSNICK individually
2 and in favor of Plaintiffs for contributions owing from June 2019 through current, in an amount to
3 be determined in trial;

4 (e) For all costs and attorneys' fees incurred; and

5 (d) Such other relief as the Court deems just and equitable.

6 DATED this 16th day of October, 2019.

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8 s/Kristina Detwiler

9 Kristina Detwiler, WSBA No. 26448

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